



## **II. Venue and Jurisdiction**

4. Defendants admit that the case was removed to this Court under 28 U.S.C. §1332.
5. HCP admits that Plaintiff claims damages that exceed \$75,000.

## **III. Alleged Facts**

6. Defendants admit that HCP discussed financing of Citation X aircraft in May 2009.
7. Defendants deny the allegations in paragraph 7 of the Complaint.
8. Defendants admit that HCP discussed a payment of \$50,000 for each aircraft but denies that Plaintiff is entitled to same.
9. Defendants admit that the six aircraft were sold. Defendants admit that Hamilton did not make any payment to SkyCargo in connection with the sale of the six aircraft and that John Berry has requested payment. Hamilton denies that SkyCargo is entitled to any payment in connection with the sale of the six aircraft.

## **IV. Causes of Action**

### **A. Breach of Contract**

10. Defendants incorporate herein their answers in Section III above.
11. Defendants deny the allegations in paragraph 11 of the Complaint.
12. Defendants deny the allegations in paragraph 12 of the Complaint.

**B. Quantum Meruit**

- 13. Defendants incorporate herein their answers in Section III above.
- 14. Defendants deny the allegations in paragraph 14 of the Complaint.

**C. Fraud**

- 15. Defendants deny the allegations in paragraph 15 of the Complaint.

**D. Fraudulent Transfer**

- 16. Defendants deny the allegations in paragraph 16 of the Complaint.
- 17. Defendants deny the allegations in paragraph 17 of the Complaint.

**E. Unjust Enrichment**

- 18. Defendants admit the statements in the first two sentences of paragraph 18 of the Complaint. Defendants deny the remaining allegations in paragraph 18 of the Complaint.

**V. Conditions Precedent**

- 19. Defendants deny the allegations in paragraph 19 of the Complaint.

**Conclusion**

The remainder of the Complaint constitutes a prayer for relief, a response to which is not required. Nevertheless, Defendants deny that SkyCargo is entitled to any relief against Hamilton.

**Affirmative Defenses**

SkyCargo's claims are barred because:

20. SkyCargo has failed to state a claim against Defendants upon which relief can be requested.
21. There is a defect in the parties.
22. Hamilton is not liable in the capacity in which he has been sued.
23. There is a failure to perform conditions precedent.
24. There is a failure of consideration.
25. of a revocation.
26. of unclean hands.

WHEREFORE, Defendants Travis M. Hamilton and Hamilton Capital Partners, Ltd. pray that the court enter a judgment that Transamerica Investment Group, Inc. dba Sky Cargo Solutions, Inc. take nothing as to Travis M. Hamilton and Hamilton Capital Partners, Ltd., dismissing Plaintiff's suit against Travis M. Hamilton and Hamilton Capital Partners, Ltd. with prejudice, assessing costs against Plaintiff, and awarding Travis M. Hamilton and Hamilton Capital Partners, Ltd. such other and further relief, both at equity and at law, to which he is entitled.

Respectfully submitted,

PATTON BOGGS LLP

/s/ Constance R. Ariagno

Michael S. Forshey

State Bar No. 07264250

S.D. Tex. Bar No. SD3191

Constance R. Ariagno

State Bar No. 00783556

S.D. Tex. Bar No. SD23157

2000 McKinney Avenue, Suite 1700

Dallas, Texas 75201

Telephone: (214) 758-1500

Facsimile: (214) 758-1550

ATTORNEYS FOR DEFENDANT

TRAVIS M. HAMILTON

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Answer has been sent by certified mail, return receipt requested, and facsimile, to: William W. Rucker 3355 West Alabama, Suite 825 Houston, TX 77098; fax 713-528-2800 on this 14<sup>th</sup> day of November, 2012.

/s/ Constance R. Ariagno

Constance R. Ariagno